account for the amount of the bid, at the instance and on behalf of the purchaser. *Hyatt* v. *Anderson* (1903),—Neb. — 96 N. W. Rep. 620.

The above situation is easily distinguishable from an agreement with a guardian to give effect to a private agreement to sell to the purchaser when he obtained the order of the court, which is void as opposed to public policy. See *Mack* v. *Brammer*, 28 Ohio St. 508; *Downey* v. *Peabody*, 56 Ga. 40; *Rome Land Co.* v. *Eastman*, 80 Ga. 683. In the present case nothing irregular has been done. The guardian simply obtained the obligation of H to bid at a regular sale. He being the highest bidder it was properly sold to him under order of the court. *Stuart* v. *Allen*, 16 Cal. 474, 76 Am. Dec. 551,

HUSBAND AND WIFE—DISTRIBUTION AND DESCENT—STATUTORY CONSTRUCTION.—A husband and his wife settled upon lands in Kansas. Two years later a disagreement arose and the wife returned to her former home in the east. Husband continued to live upon the homestead for some years with the children of a former marriage. He then sold the lands, the purchaser supposing him to be a single man. The husband dying intestate, the wife brings action of ejectment to recover undivided half interest in the land under section 2510 Gen. St. 1901 which provides "that the wife shall not be entitled to any interest under the provisions of this section in any land to which the husband has made a conveyance, when the wife at the time of the conveyance *is not or never has been* a resident of the state." *Held*, that the word "or" should read "and," thus holding that the wife who was at one time a resident of the state is entitled to the benefits of the act. *Kennedy* v. *Haskell, et al.* (1903)—Kan.—73 Pac. 913.

The reasons assigned by the four justices who sustain the majority opinion is that where the sense demands it or the intention is evident the words "or" and "and" may be used interchangeably. *Starr* v. *Flynn*, 62 Kan. 845, *Metropolitan Board of Works* v. *Stead*, L. R. 8 Q. B. Div. 447, *State* v. *Myers* 10 Ia. 448, *Rigoney* v. *Neiman*, 73 Pa. St. 330, *Blemer* v. *People*, 76 Ill. 265. Also that all the words of the statute should be given some meaning; that the intention of the legislature is shown not to limit the operation of the law to her present residence by the use of the words "never has been;" that the use of "and" includes those who ever have been residents of the state and gives some meaning to all the statute. *Small* v. *Small*, 56 Kan. 1, 42 Pac. Rep. 323, 30 L. R. A. 243, 54 Am. St. Rep. 581. The three justices who dissent urge with force that the use of "and" would render "is not" superfluous thereby violating the very rule the majority were anxious to avoid. SUTHERLAND ON STATUTORY CONSTRUCTION, Art. 239, p. 317, and Art. 252, p. 330. They claim that this construction will open the door for fraud allowing those who were never citizens of Kansas, except by design, to have preference over continuous residents; and that the legislature thought it better to exclude the non-resident wife than to defeat the innocent resident of his title honestly acquired. The element of uncertainty is also introduced as the wife might have obtained a divorce in another state, leaving the status of the parties in doubt and making the transfer of land more difficult. *Buffington* v. *Grosvenor*, 46 Kan. 730, 27 Pac. Rep. 137, 13 L. R. A. 282.

INJUNCTION—STRIKES—PICKETING.—The striking employes of the W. & A. Fletcher Co. allege that through their association they have employed certain persons to maintain a system of quiet picketing in the street near the works of the defendants; that the defendants by intimidations, threats, violence, arrests, etc. were interfering with the pickets of the complainants. This is a bill for an injunction to restrain such interference. *Held*, that the

injunction should not be granted. *Atkins* v. *W. & A. Fletcher Co.* (1903),—N. J.—55 Atl. Rep. 1074.

This case presents a novel situation. The labor union appears as the employer of labor. The wrong of which it complains is that the defendants by violence interfere with the free flow of labor to the union to be employed in picketing. This is the ground upon which injunctions have frequently been granted at the request of the employer, but another element is necessary. The complainant must show a substantial pecuniary loss for which an action at law is an inadequate remedy. The action at law is inadequate against the labor union because the labor union is not financially responsible. In this suit it does not appear that the defendants are not financially responsible nor have the complainants shown a substantial pecuniary loss. The decision is supported by the weight of authority. *Musselman* v. *Marquis*, 1 Bush 463. *Milan Steam Mills* v. *Hickey*, 59 N. H. 241. *Long* v. *Kasebeer*, 28 Kans. 226. *Francis* v. *Flinn*, 118 U. S. 385, contra *Felton* v. *Justice*, 51 Cal. 529, *Bartlett* v. *New Orleans*, 24 Fed. 563.

INSURANCE—CONVEYANCE OF PROPERTY TO PARTNER NOT GROUND FOR FORFEITURE.—F and E as partners owned certain property. It had been insured by defendant. By its terms the policy was to become void if the property should be sold, transferred or incumbered without the written consent of the company. E transferred his interest to F who subsequently conveyed the whole property to third parties. At the time of the loss, however, it had all been reconveyed and was owned by F and E in the same manner as when the policy issued. This action is brought against the company to recover the amount of the policy. *Held*, that the plaintiff could recover. *German Mut. Fire Ins. Co.* v. *Fox, et al.* 1903,—Neb.—, 96 N. W. Rep. 652.

In interpreting the policy the court concluded that "a sale made by a partner of partnership property to his partner is not a conveyance within the meaning of the forfeiture clause" and such seems to be the weight of authority. *Barnett* v. *Ins. Co.* 46 Ala. 11, 7 Am. Rep. 581. *Pierce* v. *Ins. Co.*, 50 N. H. 297, 9 Am. Rep. 235. *Cowan* v. *Ins. Co.*, 40 Iowa 551, 20 Am. Rep. 583. *Dermain* v. *Ins. Co.*, 26 La. Ann. 69, 21 Am. Rep. 544. *West* v. *Ins. Co.*, 27 Ohio St., 1, 22 Am. Rep. 294, and see note to *Hathaway* v. *Ins. Co.* 64 Iowa 229 in 52 Am. Rep. 442. As to the subsequent transfer by F to third parties, while the evidence was not clear that an actual and complete transfer had taken place yet the court laid down the rule that it was of no importance where the title was during the term of the policy if before the loss it had been reconveyed to one properly holding under the terms of the policy and citing in its support *Lane* v. *Ins. Co.* 12 Me. 47, 28 Am. Dec. 150, *Power* v. *Ins. Co.*, 19 La. 28, 36 Am. Dec. 665, which together with *Kyte* v. *Ins. Co.*, 144 Mass. 43, 10 N. E. 518 seem to be about the only analogous cases and even the facts in these are distinguishable from the present case, though the case is squarely announced in *Power* v. *Ins. Co. supra*. However in view of the holdings, (and the authorities are agreed on this point) that a complete transfer will make the policy void, *Bishop* v. *Ins. Co.*, 45 Conn. 430, *Ins. Co.* v. *Gatewood*, 10 Ky. Law Rep. 117, *Smith* v. *Ins. Co.*, 120 Mass. 90, the question might well be put: how can a contract which by its terms is to become void upon the happening of a certain contingency and which fails to provide for its own revival be yet declared to be in full force and effect, once that contingency has happened?

JURORS—COMPETENCY—TAXPAYERS OF A MUNICIPALITY—INTEREST.—A city brought an action against a street railway company for the expense of supervising construction and for materials furnished. A number of jurors